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COOPERATIVE AGREEMENT

BETWEEN THE

MISSOURI STATE DIVISION OF WELFARE

AND THE

MISSOURI STATE DIVISION OF HEALTH

RELATING TO THE

MISSOURI STATE MEDICAL ASSISTANCE PROGRAM (TITLE XIX)

This Agreement made and entered into this 2nd day of February, 19 73, by and between the Missouri Division of Welfare, and the Missouri Division of Health for the purpose of defining the responsibilities of the parties hereto in certifying nursing homes, hospitals, home health care, and independent clinical laboratory facilities for participation in the Missouri Medical Assistance Program (Title XIX), and shall be in effect until the 2nd day of February, 19 73, and may be renewed annually.

NOW THEREFORE, for and in consideration of the mutual promises and mutual benefits to be conferred upon each other as stated herein, the parties hereto agree to perform the following duties in connection with nursing homes, hospitals, home health agencies, and independent clinical laboratory facilities.

SECTION I

DEFINITIONS

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- A. The term "nursing home" means an institution (or a distinct part of an institution) which meets the requirements specified in 1902 (a) (28) & (29) of the Social Security Act, and further specified in 45 CFR, Chapter II, Section 249.10 (b) (-) (i), and, 45 CFR, Chapter II, Section 249.33.
- B. The term "hospital" means an institution which meets the Conditions of Participation set forth in Section 1861 (e) of the Social Security Act, and those hospitals currently participating in the Missouri Title XIX Program. "Psychiatric hospital" as described in Section 1861 (f) and a "tuberculosis hospital" as described in Section 1861 (g) of the Social Security Act are also included in the definition of the term "hospital."
- C. The term "home health agency" means an agency that meets Section 1861 (o) of the Social Security Act and includes those registered and licensed practical nurses accepted for participation in the Title XIX Home Health Care Program.
- D. The term "independent clinical laboratory" facilities means a facility that meets the requirements of Section 1861 (s) of the Social Security Act.
- "Qualified personnel" shall mean those personnel who satisfy the Federal Surveyor Qualification Standards as specified in the United States Department of Health, Education, and Welfare Medical Services Administration's Medical Assistance Manual, Part 6 (General Program Administration), Section 6-200-00, Requirements for Single State Agency on Skilled Nursing Homes.

RESPONSIBILITIES OF THE DIVISION OF HEALTH

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A. Surveying Responsibilities

1. The Division of Health shall make on-site survey inspections of nursing homes as necessary with qualified personnel to determine their level of compliance in accordance with standards established by 45 CFR, Chapter II, Section 249.53 for nursing homes, and other rules and regulations as established from time to time by the Division of Welfare, or by the Department of Health, Education and Welfare. The Division of Health in making surveys of nursing homes shall determine that such nursing homes:
 - a. has a valid license under Missouri Law;
 - b. employs a licensed nursing home administrator;
 - c. has in operation an adequate organized nursing service;
 - d. maintains professional planning and supervision of menus and meal service for patients for whom special diets or dietary restrictions are medically prescribed;
 - e. has satisfactory policies and procedures relating to maintenance of medical records;
 - f. has satisfactory policies relating to the administration and distribution of drugs, medications, and biologicals;
 - g. maintains satisfactory policies and procedures relating to physician coverage and emergency medical attention;
 - h. has entered into written agreements with one or more general hospitals (under which such hospitals will provide needed diagnostic and other services to patients and under which such hospitals agree to timely acceptance, as patients thereof, of acutely ill patients who are in need of hospital care);
 - i. meets conditions relating to environment and sanitation; and
 - j. meets the requirements of the Life Safety Code (National Fire Protection Association, NFPA No. 101, 1967 edition).
2. For all nursing homes which fail to meet any or all of the itemized requirements set out in Paragraph "1" above, the Division of Health shall make a written report to the Division of Welfare listing:
 - a. the nursing home's areas of deficiency;
 - b. the reasonable prospects for correction of the deficiency(s) within a six(6) month period;
 - c. the nursing home's plan for correction of the deficiency(s);
 - d. recommendations for waiver of deficiency(s) in life safety, sanitation, physical environment, and hospital agreements; and
 - e. the official opinion with any supporting documentation of the Division of Health as to whether the deficiency(s) and/or waiver(s) does or does not jeopardize the health and safety of the patients residing in each such skilled nursing home.

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B. Information and Reports

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The Division of Health shall:

1. Maintain all information and reports used in determining whether a nursing home meets the requirements set forth in Paragraph "A" above, for a period of not less than three (3) years, or provide, by separate agreement, for the transferral of all such information to the Division of Welfare.
2. Make such reports in such form and containing such information as the Division of Welfare may require and will comply with such instructions issued to insure the correctness of such reports, including provisions made for the inspection and review at all reasonable times, of fiscal, statistical, and other records for the review of operations within the scope of this Agreement.
3. Permit duly authorized representatives of the United States Department of Health, Education, and Welfare, the United States General Accounting Office, or the Division of Welfare access to the Division of Health records relative to surveying of nursing homes for compliance with reference to the standards set forth in 45 CFR, Chapter II, Section 249.33, and records of costs for providing these services, for audit and/or other purposes.
4. Obtain quarterly from payroll records of nursing homes participating in the Missouri Title XIX Medicaid Program, staffing reports showing at least the following information:
 - a. number of full-time equivalent RN's, LPN's, aides/orderlies assigned to nursing duty during each shift for one week of the quarter,
 - b. number of full-time equivalent personnel employed by the nursing home for each work center or department.
5. Make an evaluation of the quarterly staffing report for each nursing home and advise the Division of Welfare in writing regarding those nursing homes that are without adequate staffing.

C. Consultative Services

The Division of Health shall:

1. Provide consultative services as described in Section 1902 (a) (24) of the Social Security Act within the capabilities of the staff of the Division of Health. Such consultative services shall be directed toward assisting the hospitals, nursing homes, home health agencies, independent laboratories, to meet the standards set in Federal Regulations and the Missouri Title XIX Plan.
2. Information and Reports
 - a. Make such reports in such form and containing such information as the Division of Welfare may require and will comply with such instructions issued to insure the correctness of such reports on the progress, or lack of progress, made by any nursing home toward meeting the standards set forth in 45 CFR, Chapter II, Section 249.33.
 - b. Maintain all information and records of costs of providing consultative service to skilled nursing homes, hospitals, home health agencies, and independent laboratories participating in the Missouri Medical Assistance Program (Title XIX).

D. Training Activity

The Division of Health shall:

1. Provide such staff as are necessary to assist the Division of Welfare to draft informational and instructional materials for purposes of training staff. Such training will not be limited to the processes for surveying and certifying nursing homes for participation in the Missouri Medical Assistance Program (Title XIX), but shall also include indepth training with reference to the scope and intent of the Missouri Medical Assistance Program (Title XIX) program and policies, procedures, and requirements.
2. Supply to the Division of Welfare names of staff in need of training. The Division of Health, so far as it is practical, will permit staff to participate in Division of Welfare training programs.
3. Upon completion of training programs set forth in "1" above, the Division of Health will continue the training of staff, so far as it is practical, by on-the-job training.
4. Exchange staff with the Division of Welfare for purposes of on-the-job training in areas relative to surveying and certification of skilled nursing homes participating in the Missouri Medical Assistance Program (Title XIX). Such assignments shall be temporary.

E. Other Responsibilities and duties of survey agency to be included here

1. The Division of Health, Section of Medical Care shall provide copies of certification reports on all hospitals participating in the Title XVIII Program that also participate in the Title XIX Program.
2. The Division of Health, Section of Medical Care shall provide copies of certification reports on all home health agencies participating in the Title XVIII Program that also participate in the Title XIX Program.
3. The Division of Health, Section of Medical Care shall provide copies of certification reports on all independent laboratories participating in the Title XVIII Program that also participate in the Title XIX Program.
4. The Division of Health shall make such surveys as may be requested by the Division of Welfare in facilities that participate in the Title XIX Program but do not participate in the Title XVIII Medicare Program, and make a full report on conditions found to exist to the Division of Welfare.

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SECTION III

RESPONSIBILITIES OF THE DIVISION OF WELFARE

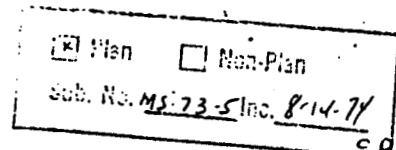
Certification Responsibilities

1. The Division of Welfare shall perform the following duties in accordance with standards established by 45 CFR, Chapter II, Section 249.33 for nursing homes participating in the Missouri Medical Assistance Program (Title XIX).
 - a. On the basis of information from the Division of Health with reference to nursing homes compliance with standards set forth in 45 CFR, Chapter II, Section 249.33, the Division of Welfare shall certify such nursing homes determined as meeting the standards set forth in 45 CFR, Chapter II, Section 249.33 for participation in the Missouri Medical Assistance Program (Title XIX). Such certification shall be for no longer than a 6-month, or a 12-month, period.
 - b. Advise nursing homes of the scope and limitations of the Missouri Medical Assistance Program (Title XIX), of the responsibility of the Division of Welfare to the nursing home, the nursing home's responsibility to the Title XIX Program, and to patients certified to receive Title XIX nursing care and services.
 - c. Review all data and information relative to a nursing home that has been surveyed by the Division of Health prior to making a determination as to whether the nursing home meets the standards set forth in 45 CFR, Chapter II, Section 249.33 and that such home can be certified to participate in the Missouri Medical Assistance Program (Title XIX).
 - d. Identify those nursing homes that should be reviewed by the Division of Health where quality of services rendered, or practices of the nursing home may be in question. Such cases, when indicated in the judgement of the Division of Health, shall be referred to the Division of Welfare with appropriate information for final decision.
 - e. Inform the Division of Health of all requests by nursing homes to participate in the Missouri Medical Assistance Program (Title XIX).
2. The Division of Welfare will assure itself that all surveys of Title XIX nursing homes are performed by qualified personnel of the Division of Health.

B. Information and Reports

The Division of Welfare shall:

1. Establish and maintain such records as may be necessary to fulfill the requirements of this Agreement.
2. Make such reports, in such form and containing such information, to the Division of Health as are required in the consideration of the certification, or decertification, of skilled nursing homes by the Division of Welfare including but not limited to current ownership information.
3. Permit duly authorized representatives of the United States Department of Health, Education, and Welfare, and the United States General Accounting Office access to the Division of Welfare records relative to the certification consultation, and training of nursing homes participating in the Missouri Medical Assistance Program (Title XIX), and records of costs for providing these services, for audit



4. The Division of Welfare will make available to the Division of Health all rules and regulations with reference to the standards set forth in 45 CFR, Chapter II, Section 249.33 that nursing homes must meet for certification as a participating skilled nursing home in the Missouri Medical Assistance Program (Title XIX).
5. The Division of Welfare will advise the Division of Health on all facilities on which surveys for hospital, home health agency, independent clinical laboratory facilities are more than 30-days overdue from the date of the last scheduled re-survey for the Title XVIII Medicare Program.

C. Staff Training

The Division of Welfare shall:

1. Provide such staff as are necessary to assist the Division of Health to draft informational and instructional materials for purposes of training staff. Such training will not be limited to the processes for surveying and certifying nursing homes for participation in the Missouri Medical Assistance Program (Title XIX), but shall also include indepth training with reference to the scope and intent of the Missouri Medical Assistance Program (Title XIX) program and policies, procedures, and requirements.
2. Exchange staff with the Division of Health for purposes of on-the-job training in areas relative to surveying and certification of nursing homes participating in the Missouri Medical Assistance Program (Title XIX). Such assignments shall be temporary.
3. Cooperate and work closely with the staff of the Division of Health for augmentation and development of a program for providing consultative services to nursing homes to enable them to meet the standards set forth in 45 CFR, Chapter II, Section 249.33 and in accordance with the Missouri Title XIX Plan, such services shall be directed to assist nursing homes to qualify for payments under Title XIX of the Social Security Act.

D. Maintenance of Records

1. The Division of Welfare shall maintain all records of a period of at least 3 years as will permit for audit and verification of such transactions that may result from the terms of this Agreement.

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SECTION IV
GENERAL PROVISIONS

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1. The Division of Welfare will reimburse the Division of Health for reasonable and necessary costs to the Division of Health for performing the functions authorized by this Agreement. Such funds will be paid periodically by the appropriate State Officer upon certification by the Division of Welfare. Where the Division of Health utilizes services, or material purchased or contracted for by it, pursuant to this Agreement, for purposes which include purposes other than those authorized by this Agreement, the cost of such services or material shall, pursuant to standards issued by the Division of Welfare, be pro-rated for functions authorized by this Agreement.
2. The Division of Health will submit estimates of anticipated costs for such periods, at such times, and in such manner as may be requested by the Division of Welfare. Such costs will not include any costs:
 - a. Attributable to the general expenses of the State in carrying on the functions of government not included in this Agreement; or
 - b. Which may be allocated to any other agency or organization for performing functions similar to, or related to, those functions described in this Agreement. After considering all pertinent information and after prior consultation with the Division of Health, the Division of Welfare will notify the Division of Health of the amount which will be certified for payment to it for such period. The Division of Health will not incur or make expenditures for such period which will exceed the amount of payment the Division of Health certified for such period.
3. After the close of a period for which funds have been certified as available to the Division of Health, the Division of Health will submit a report of its actual expenditures for such period in such manner, and within such time as may be agreed upon between the Division of Welfare and the Division of Health. The Division of Welfare will determine whether such expenditures were necessary for the performance of the functions authorized by this Agreement under standards agreed upon between the Division of Welfare and the Division of Health in effect at the time such expenditures were made or incurred. If, pursuant to such standards, the Division of Welfare determines that any such expenditure was not necessary for such purpose, the Division of Welfare shall so inform the Division of Health of tentative exceptions taken, with full explanation of such tentative exceptions. The Division of Health thereupon will be given a reasonable length of not less than 30 days to justify such expenditures. If the Division of Welfare thereafter finds that such expenditures are not necessary to the performance of the functions authorized by this Agreement, the total amount of reimbursement expenditures made and incurred in such period shall be reduced by an amount so determined by the Division of Welfare and the expenditures determined to be necessary for such period will be repaid by the Division of Health to the appropriate State Officer for deposit in the appropriate State account, or may be adjusted within the limits of available funds, either by increase or reduction, as appropriate, in the amount certified for advance by the Division of Welfare for a subsequent period.

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4. All estimates and reports of expenditures and other reports will be prepared in accordance with appropriate budgetary and accounting methods and administrative practices adopted by the Division of Welfare and the Division of Health. The Division of Health will furnish or make available such supplemental accounts, records, or other information as are required to substantiate any estimate, expenditure, or report, as requested by the Division of Welfare or as may be necessary for auditing purposes to verify that expenditures were made only for purposes authorized by this Agreement.
 5. The Division of Health will comply with such standards as the Division of Welfare may promulgate with respect to the responsibility of and accountability by the Division of Health for property purchased by it with funds certified by the Division of Welfare to it under this Agreement.
 6. The fiscal records maintained or submitted to the Division of Welfare shall include the names of employees, salaries paid, hours of performance, and specification of duties. Such schedule is made an addendum hereto attached and may be modified by mutual consent of the Division of Welfare and the Division of Health.

B. Personnel

Personnel of the Division of Welfare and the Division of Health (not including consultants assigned to either agency) performing functions under this Agreement shall be subject to the Missouri Joint Merit System. The merit system shall be applicable, in accordance with Federal standards, to personnel performing functions under this Agreement.

C. Compliance with Regulations

The Division of Welfare and the Division of Health will comply with such rules, regulations, and standards as are necessary to carry out the purposes of this Agreement.

D. Amendments

This Agreement constitutes the whole Agreement between the parties and it is mutually understood and agreed that no alterations or variations to the terms of this Agreement shall be valid unless amendments hereto are made in writing and agreed to by both parties.

E. Termination of Agreement

1. Either party may terminate this Agreement on 90 days advance notice in writing to the other party.
2. If this Agreement is terminated, any funds paid to the Division of Health under the provisions of this Agreement which have not been expended or encumbered in accordance with the provisions of this Agreement prior to the date as of which the Agreement was terminated and any property purchased with funds paid to the Division of Health under the provisions of this Agreement, shall be accounted for in accordance with standards established by the Division of Welfare governing disposition of such property and funds.

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DATE: February 2, 1972

Proctor N. Carter

Proctor N. Carter, Director

Division of Welfare

Name of Agency

State of: Missouri

DATE: February 2, 1972

Herbert R. Donke, M.D., Dr.P.H.

Herbert R. Donke, M.D., Dr.P.H., Director

Division of Health

Name of Agency

State of: Missouri

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Sub. No. MC-73-5 Inc. 8-14-74

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EXTENSION OF COOPERATIVE AGREEMENT

We, the undersigned do hereby mutually agree to extend the cooperative agreement between the Missouri State Division of Welfare and the Missouri State Division of Health relating to the Missouri State Medical Assistance Program (Title XIX) made and entered into on the first day of July, 1973 thru the thirtieth day of September, 1973.

Bert Shulimson
Bert Shulimson, Director

Missouri Division of Welfare
Name of Agency

State of: Missouri

August 7, 1973
Date

Herbert R. Donke
Herbert R. Donke, M.D., Dr. P.H., Director

Missouri Division of Health
Name of Agency

State of: Missouri

August 6, 1973
Date

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